

When Recorded, Return to

Department of Design, Construction and Land Use

Site Team

700 Fifth Avenue, Suite 2200

Seattle, WA 98104-5070

**SIDE SEWER EASEMENT, CONNECTION,
HOLD HARMLESS AND INDEMNIFICATION AGREEMENT
(SMC 21.16.250B)**

GRANTOR: 1) _____

2) _____

3) _____

Additional Owners/Grantors on page _____

GRANTEE: 1) _____

2) _____

3) _____

Additional Owners/Grantees on page _____

LEGAL DESCRIPTION (ABBREVIATED):

Grantor's Property:

Grantee's Property:

Additional legal description on page 2.

ASSESSOR'S TAX PARCEL ID NO(S). _____

Street Address _____

Application No. (by DCLU staff): _____

Date (by DCLU staff): _____

**SIDE SEWER EASEMENT, CONNECTION,
HOLD HARMLESS AND INDEMNIFICATION AGREEMENT
(SMC 21.16.250 B)**

[More than one building connects to side sewer but buildings are not on same property]

This Side Sewer Easement, Connection, Hold Harmless and Indemnification Agreement (“Agreement”) is executed by _____, (“Grantor”), owner(s) of the following described real property in The City of Seattle, King County, State of Washington:

hereby grants a six (6) feet wide side sewer/drain line easement (3 feet wide on either side of the line of the side sewer constructed or to be constructed on Grantor’s property as shown in Exhibit A(“Easement”) [attach copy of proposed side sewer plan] to _____, (“Grantee”), owner(s) of the following described property situated in City of Seattle, King County, State of Washington:

In consideration of the City’s issuance of a permit to connect more than one structure to one side sewer and in consideration of the mutual agreements made in this Agreement, Grantor and Grantee agree and warrant as follows:

1. The undersigned Grantor and Grantee warrant that they have bargained for and negotiated this Agreement and that all owners have executed this Agreement.

2. The purpose of this easement is to provide side sewer service to the structure(s) on Grantee’s property. Grantee shall have the right to access Grantor’s property as needed to clean, maintain, repair or reconstruct that portion of the side sewer located in the Easement. Grantor retains the right to clean, maintain, repair or reconstruct that portion of the side sewer located in the Easement that is also used by Grantor. Grantor may use the Easement as may be convenient to the use of Grantor’s remaining land, including driving upon it, provided that Grantor does not damage the side sewer in the Easement or interfere with Grantee’s use of the side sewer or the Easement.

3. Grantor, on behalf of Grantor and Grantor’s heirs, successors and assigns, and Grantee, on behalf of Grantee and Grantee’s heirs, successors and assign, agree to indemnify, hold harmless and defend the City and its officers, agents and employees from and against any and all claims, losses, costs and damages including without

limitation personal injury, death, property damage, loss of use, and attorneys' fees, arising out of, relating to, or resulting from the installation, operation and maintenance of the side sewer, except for such damages or other losses caused by or resulting from the sole negligence of the City, its agents or employees.

4. Grantor and Grantee acknowledge that the City is not responsible for the adequacy or performance of the side sewer and agree on behalf of themselves and their heirs, successors and assigns, to:

a) accept any and all risks of loss, damage and injury associated with the installation, operation and maintenance of the side sewer; and

b) waive any and all right to assert any and all present and future claims against the City, whether known or unknown, for any harm, loss or damage, including without limitation personal injury, death, property damage, and loss of use by reason of, arising out of, or related to the drainage plan, the side sewer, or to drainage or erosion on or off the properties described above except for such losses that directly result from the sole negligence of the City.

5. The parties intend and agree on behalf of themselves and on behalf of their heirs, successors and assigns that this Agreement shall be a covenant running with the land and shall be binding upon all parties and their heirs, executors, administrators, successors, assigns, lessees, sub-lessees, tenants and sub-tenants.

6. Grantor and/ or Grantee have applied to City for the following permits or approvals for the properties legally described above:

Type(s) of permit sought: Side Sewer

Date(s) of application: See front page

Application Number(s): See front page

7. **[Include the following or any revised version to which the parties agree or strike through this paragraph and initial.]**The cost of maintenance, repair or reconstruction of that portion of the side sewer used in common by Grantor and Grantee shall be borne in equal shares, except that the owners of any lower parcel are not responsible for maintenance, repair or reconstruction of the part of the side sewer above their connection.

SIGNATURES, ACKNOWLEDGEMENTS AND NOTARY

(INDIVIDUAL—attach more pages if needed)

Dated: _____

State of Washington)
) ss
County of _____)

Owner
Grantor or Grantee(circle
one)

I certify that I know or have satisfactory evidence that _____
is the person who appeared before me, and said person acknowledged that he/she
signed this instrument and acknowledged it to be his/her free and voluntary act for
the uses and purposes mentioned in the instrument.

Date: _____

NOTARY PUBLIC in and for the State of
Washington
Residing at _____
My commission expires: _____
PRINT NAME: _____

Printed Name

Address



Use this space for Notary Seal

Dated: _____

State of Washington)
) ss
County of _____)

Owner
Grantor or Grantee(circle
one)

I certify that I know or have satisfactory evidence that _____
is the person who appeared before me, and said person acknowledged that he/she
signed this instrument and acknowledged it to be his/her free and voluntary act for
the uses and purposes mentioned in the instrument.

Date: _____

NOTARY PUBLIC in and for the State of
Washington
Residing at _____
My commission expires: _____
PRINT NAME: _____

Printed Name

Address



Use this space for Notary Seal

(CORPORATE , PARTNERSHIP, LIMITED LIABILITY COMPANY Or OTHER LEGAL ENTITY OWNER—attach more pages if needed)

Date: _____

Owner
Grantor or Grantee(circle one)

Printed Name

By _____

Printed Name

Its _____

Address

State of Washington)
)ss
County of _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the _____ (type of authority, e.g., partner, trustee, title of officer, personal representative, guardian, attorney in fact for a principal, etc.) of _____ (name of owner/entity on behalf of whom instrument was executed), to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Date: _____

NOTARY PUBLIC in and for the State of Washington
Residing at _____
My commission expires: _____
PRINT NAME: _____



Use this space for Notary Seal

Date: _____

Owner
Grantor or Grantee(circle one)

Printed Name

By _____

Printed Name

Its _____

Address

State of Washington)
)ss
County of _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the _____ (type of authority, e.g., partner, trustee, title of officer, personal representative, guardian, attorney in fact for a principal, etc.) of _____ (name of owner/entity on behalf of whom instrument was executed), to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Date: _____

NOTARY PUBLIC in and for the State of Washington,
Residing at _____
My commission expires: _____
PRINT NAME: _____



Use this space for Notary Seal